

Paul E Fischer

County Judge
Lee County



County Courthouse
200 South Main, Rm. 107
Giddings, TX 78942
Phone: 979-542-3178
Fax: 979-542-2988

March 13, 2012

RECEIVED

MAR 15 2012

**DIRECTOR
DEPT. OF PUBLIC SAFETY**

Mr. Steven C. McCraw
Texas Department of Public Safety
P.O. Box 487
Austin, Texas 78773

RE: Scheduled Driver License Office
Lee County, Texas

Dear Mr. McCraw,

Thank you for giving Lee County an opportunity to partner with DPS for a scheduled driver license office. Enclosed is a signed copy of the Interlocal Cooperation Contract that was approved during the Regular Commissioners' Court Meeting of March 12, 2012.

If you have any further questions or comments, please call me at (979) 542-3178.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul E Fischer", followed by a large, stylized "S" and a checkmark.

Paul E Fischer
Lee County Judge

Enclosure

2:13-cv-193
09/02/2014

DEF2018

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TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



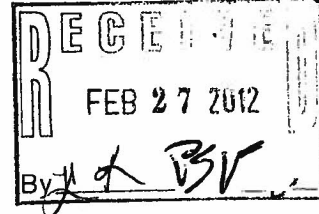
STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

February 23, 2012

Paul E. Fischer
County Judge
200 South Main, Room 107
Giddings, Texas 78942



Dear Judge Fischer:

The purpose of this correspondence is to initiate communication between the Department of Public Safety (DPS) and Lee County for the possibility of entering into a partnership for the county to support a scheduled driver license office.

The antiquated driver license equipment used to process transactions failed and efforts to repair the equipment were unsuccessful. DPS presently has advanced technology and new equipment available to open a scheduled driver license office.

The attached Interlocal Cooperation Contract lists all requirements the county must meet for DPS to open a scheduled driver license office. Also attached is the recommended office layout, optimized for compliance with the Americans with Disabilities Act.

By signing the Interlocal Cooperation Contract, Lee County agrees to provide the necessary items to allow DPS to open a scheduled driver license office. If Lee County does agree to enter into a partnership with DPS, return the signed contract by close of business on March 30, 2012. Upon receipt of the signed agreement, DPS will contact the county with a plan for installation of the driver license equipment.

Please contact Lori Melcher with questions by phone 512-424-5370 or email lori.melcher@dps.texas.gov.

Sincerely,

Steven C. McCraw

Cc: DLD Regional Manager
Regional Commander
DLD Assistant Director
Public Affairs and Policy

Attachments

INTERLOCAL COOPERATION CONTRACT

THIS INTERLOCAL COOPERATION CONTRACT ("CONTRACT") is made and entered into in accordance with Chapter 791 of the Texas Government Code and by and between Texas Department of Public Safety ("TXDPS") (acting by and through Valerie Fulmer, Assistant Director, Administration) and Paul E. Fisher (acting by and through Lee) ("County").

The purpose of this Contract is to allow TXDPS the exclusive use of the property together with the non-exclusive use of space at 170 East Industry owned by the County for a scheduled Driver License Office to provide driver license services located at Giddings in Lee County, Texas ("Premises").

The County will provide TXDPS the following items for the purpose of a scheduled Driver License Office:

- Lockable, exclusive use, Americans with Disabilities Act (ADA) compliant room (see attached preferred office layout)
- Preferred minimum office size to be 11 x 13
- At least 2 double electrical outlets (four plugs)
- Ability to support a minimum current draw of 12 amps to support DPS equipment
- Access to bathrooms during set business hours
- Permission to install 1 Security Camera
- Phone line
- 2 High speed ISP Internet connections (T1 or DSL)
- Paid utilities
- Janitorial services
- Sufficient parking to accommodate Driver License employee and customers

TXDPS will provide for the purpose of a scheduled Driver License Office:

- 1 TXDPS employee during set business hours
- Required signage for office space
- 1 Router
- 1 15 amp surge protector power strip
- 1 30" x 60" office desk with locking drawers
- 1 18" x 60" utility table
- 1 24" x 36" utility table
- 1 Desk office chair
- 1 customer chair
- 1 four-drawer lockable filing cabinet
- 1 two-drawer lockable filing cabinet
- 1 paper shredder
- 1 Photo capture device
- 1 Fingerprint capture device
- 1 Signature scanner
- Automated Driver License Testing System/s (ADLTS) based on customer volume
- 1 High-powered USB hub

- 1 Laptop computer
- 1 Extension cord
- 1 Mouse
- 1 Desktop printer
- 1 Document scanner
- 1 Eye testing device
- 1 Passport scanner

Office Schedule:

TXDPS reserves the right to set and adjust the following office schedule based on customer demand.

The schedule for this office will be:

- Office hours will be from 8:30 a.m. to 4:15 p.m.
- Office days will be every Tuesday and Wednesday

Driver license services will be provided when the office temperature range is within acceptable safety standards or when no other conditions make it unsafe for the TXDPS employee to operate the scheduled Driver License office out of the Premises.

TXDPS retains the right to temporarily dismantle the scheduled Driver License office during times of disaster to provide support to those areas requiring driver license services as a result of the disaster.

Contract Terms

1. This Contract shall become effective on the date it is signed by the last of the two Parties to this contract. The initial term of the contract shall last for a period of two (2) years ("Term"). Upon mutual written agreement between the Parties, the Parties may renew this contract (in whole or in part and under the same terms and conditions) up to multiple, two (2) year periods.
2. Either Party may cancel this Contract for any reason upon forty-five (45) days written notice to the other party.
3. TXDPS may use the Premises and the improvements thereon solely for TXDPS Driver License related functions. However, TXDPS shall not sublease or assign its use of the Premises.
4. TXDPS agrees that in exchange for the use and occupancy of the Premises under this Contract to maintain and keep secure said Premises.
5. TXDPS ACKNOWLEDGES THAT Lee County IS PROVIDING TXDPS WITH THE RIGHT TO USE THE PREMISES "AS IS" WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL UNKNOWN POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT Lee County HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. TO THE EXTENT AUTHORIZED BY LAW, TXDPS HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS CONTRACT. TXDPS ACKNOWLEDGES AND AGREES THAT TXDPS HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH TXDPS INTENDS TO PUT THE PREMISES. THIS CONTRACT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD APPLICABLE TO THE PREMISES.

6. Each party to this Contract agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers and agents. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
7. This Contract shall be at no charge to TXDPS for the use of the Premises.
8. Upon prior written notification to TXDPS, the County, its employees, agents and/or representatives shall have the right to enter the Premises for various purposes deemed necessary by the County; however, in no event shall the County unreasonably interfere with the use of the Premises by TXDPS.
9. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within.
10. With the exception of the provisions regarding the office schedule, no modifications, amendments or supplements to, or waivers of, any provision of the Contract shall be valid unless made in writing and executed in the same manner as the Contract. The Parties agree that no oral statements of any person shall be taken to modify the terms of the Contract.
11. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("**Force Majeure**"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible.

12. Venue for a dispute arising from this Contract will be in Austin, Travis County, Texas.
13. To the extent any clause in this contract conflicts with the applicable Texas and/or United States law(s) or regulation(s), such contract clause is void and unenforceable. By executing a contract which contains the conflicting clause(s), TXDPS makes no representations or warranties regarding the enforceability of such clause(s) and TXDPS does not waive the applicable Texas and/or United States law(s) or regulation(s) which conflict with the clause(s).

If one or more clauses in this contract, or the application of any clause to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order from a court of competent jurisdiction, the remainder of this contract and the application of the clause to other parties or circumstances shall remain valid and in full force and effect.

14. All notices between TXDPS and Lee County shall be given to or made with the parties designated below:

IF to TXDPS:

Texas Department of Public Safety, Driver License Division
Regional Manager

IF to Lee County :
Paul E Fischer
200 South Main, Rm 107
Giddings, TX 78942

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this contract:

Paul E Fischer

By:

Paul E Fischer, County Judge
Name & Title

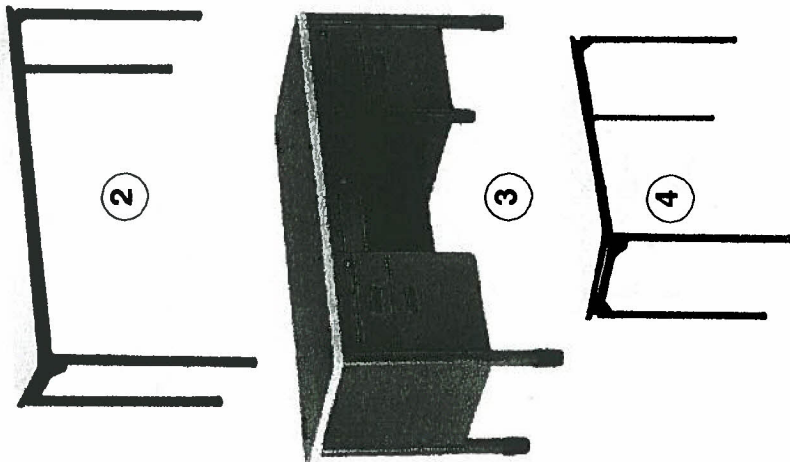
March 12, 2012
Date

Texas Department of Public Safety

By:

Steven C. McCraw Director
Name & Title

2/23/12
Date



1. High Speed Internet (T1 or DSL)

2. Utility Table: 18"X60"

3. Office Desk: 30"X60"

4. Utility Table: "24X36"

5. Employee Office Chair

6. Customer Chairs

7. 4-drawer Filing Cabinet

8. 2-drawer Filing Cabinet

9. Phone

20. Camera/Fingerprinting

21. Signature Scanner

22. ADLTS Terminal

23. Laptop

24. Mouse

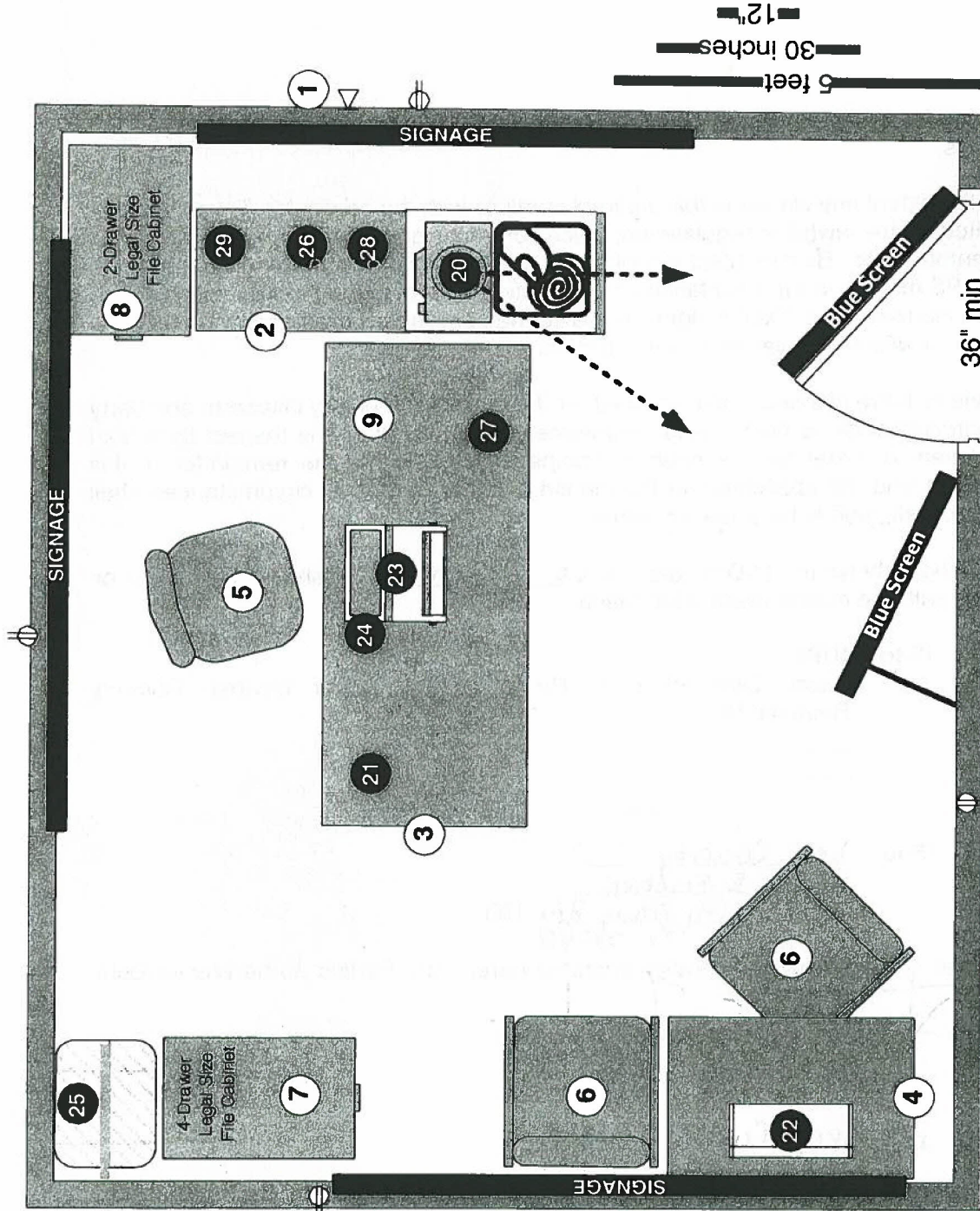
25. Empty Equipment Cases

26. Desktop Printer

27. Eye Test Device

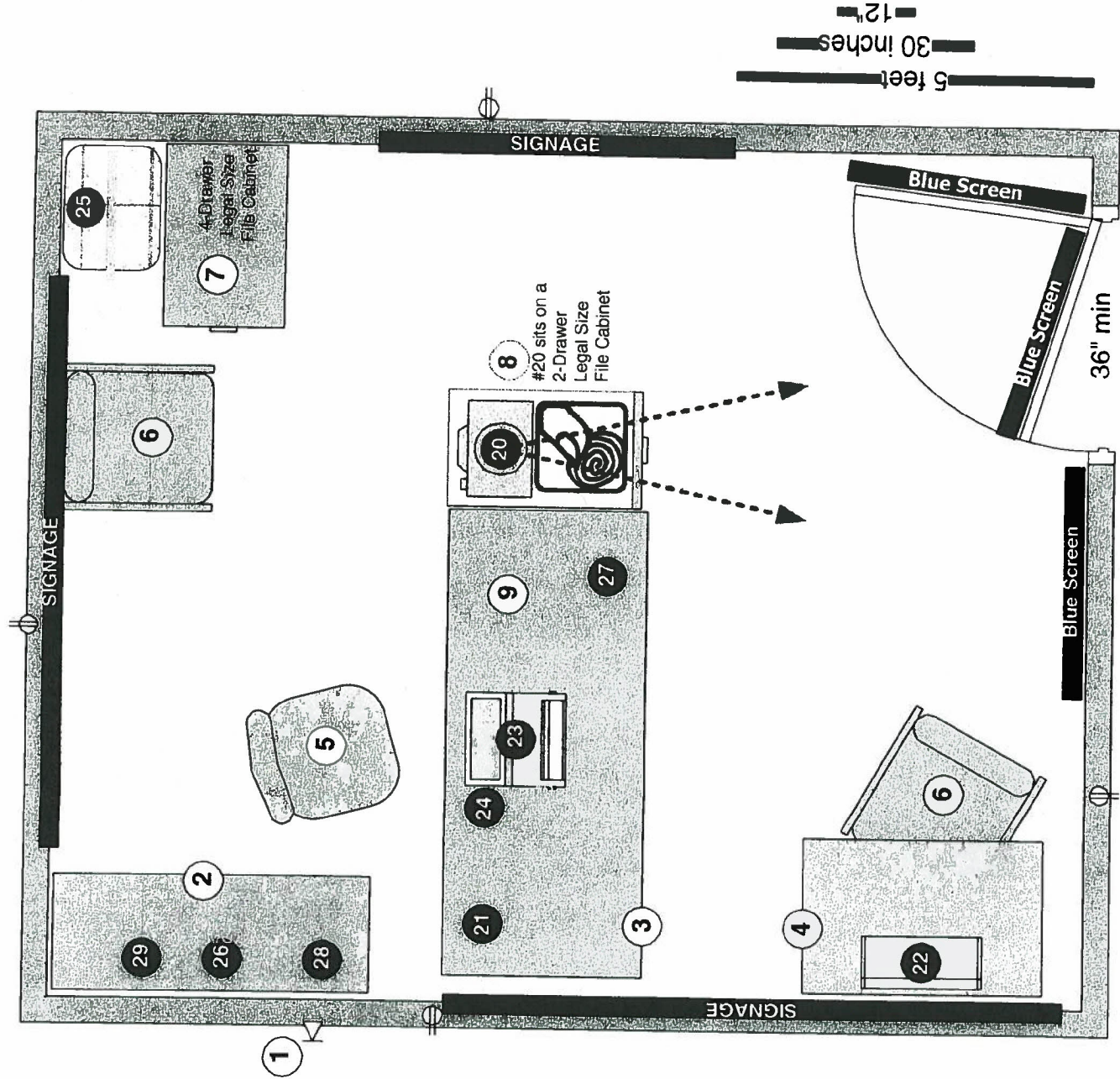
28. Document Scanner

29. Passport Scanner



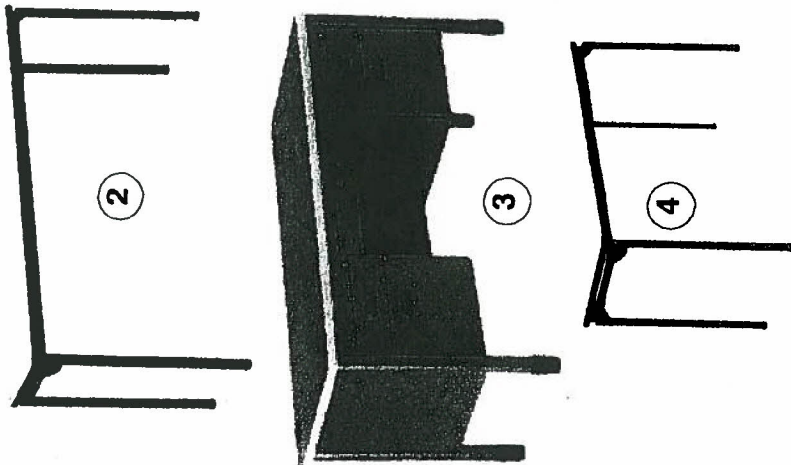
11' X 13' (with door on 13' wall)

Optimized for ADA

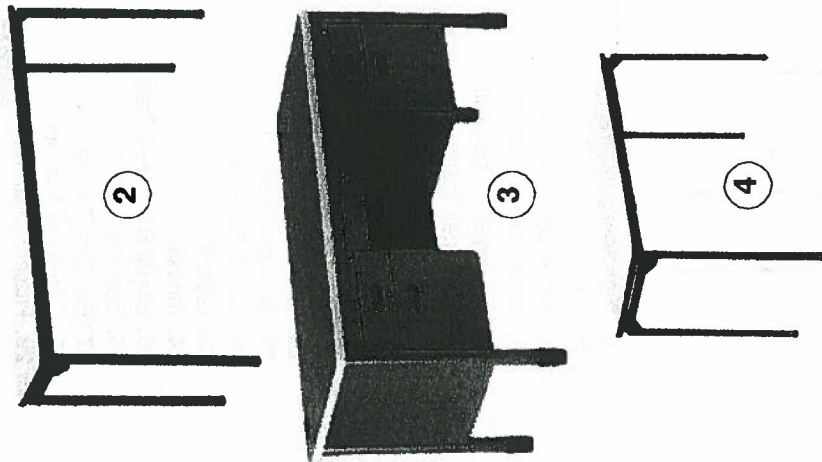


11' X 13' (with door on 11' wall)

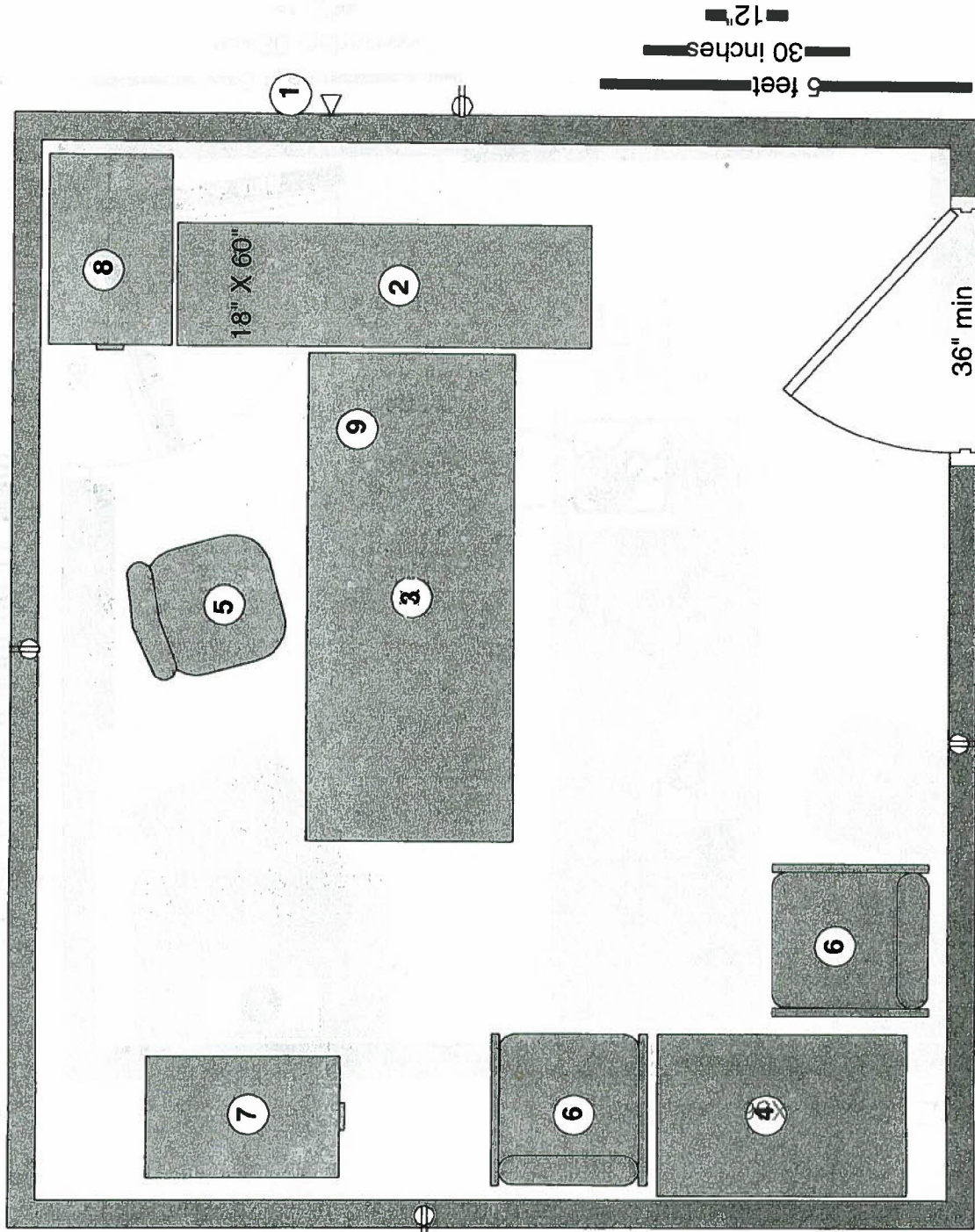
Optimized for ADA



1. High Speed Internet (T1 or DSL)
2. Utility Table: 18"X48"
3. Office Desk: 30"X60"
4. Utility Table: "24X36"
5. Employee Office Chair
6. Customer Chairs
7. 4-drawer Filing Cabinet
8. 2-drawer Filing Cabinet
9. Phone
20. Camera/Fingerprinting
21. Signature Scanner
22. ADLTS Terminal
23. Laptop
24. Mouse
25. Empty Equipment Cases
26. Desktop Printer
27. Eye Test Device
28. Document Scanner
29. Passport Scanner

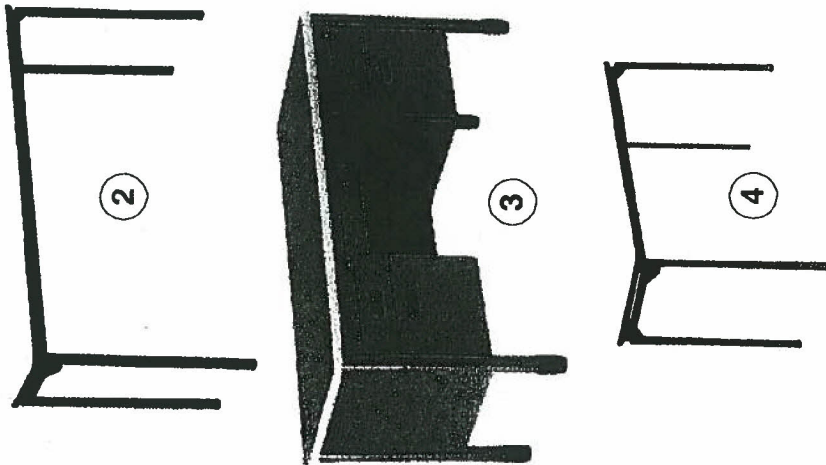
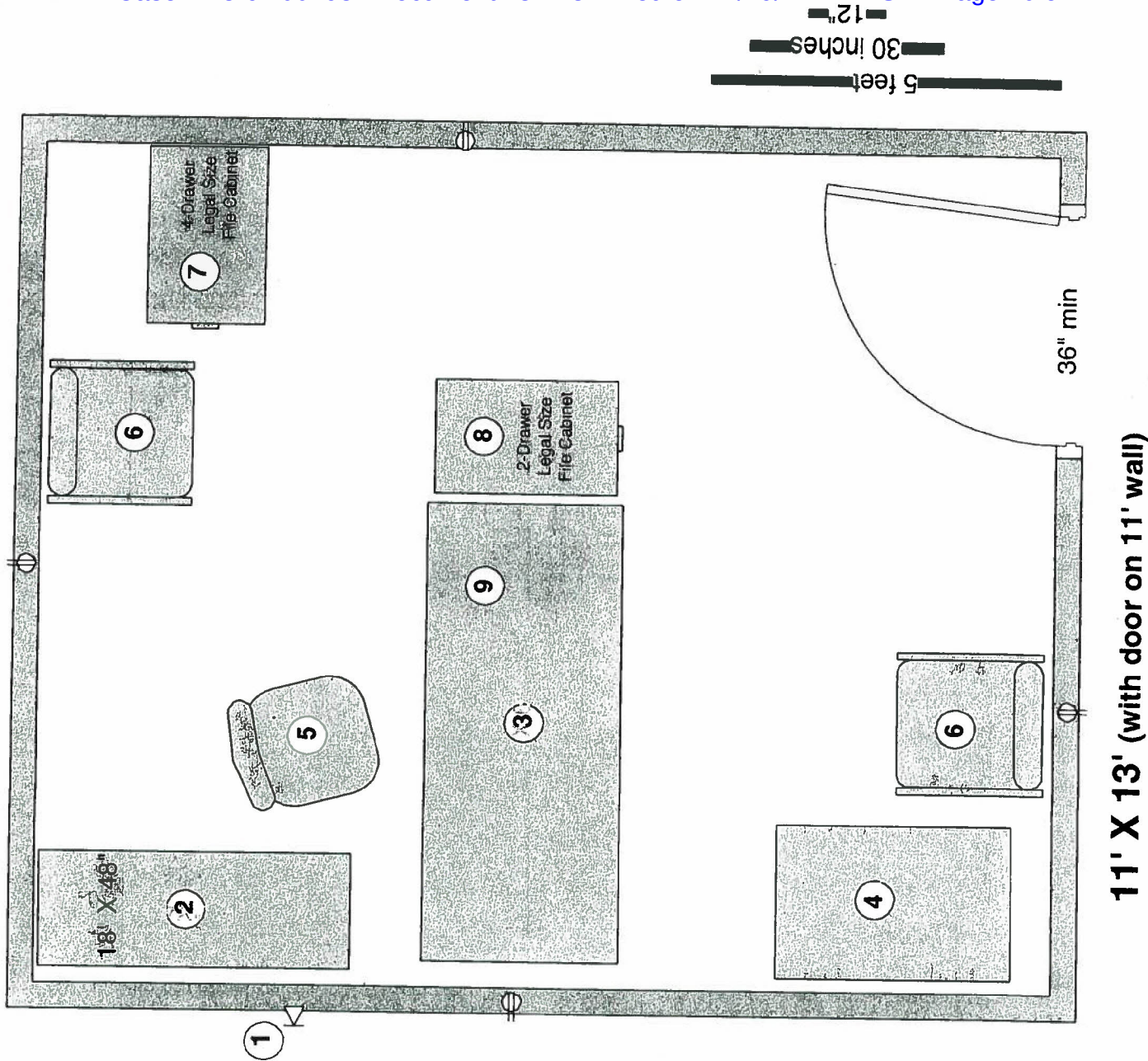


1. High Speed Internet (T1 or DSL)
2. Utility Table
3. Office Desk: 30"X60"
4. Utility Table: "24X36"
5. Employee Office Chair
6. Customer chairs
7. 4-drawer Filing Cabinet
8. 2-drawer Filing Cabinet
9. Phone



11' X 13' (with door on 13' wall)

Optimized for ADA



1. High Speed Internet (T1 or DSL)
2. Utility Table
3. Office Desk: 30"X60"
4. Utility Table: "24X36"
5. Employee Office Chair
6. Customer chairs
7. 4-drawer Filing Cabinet
8. 2-drawer Filing Cabinet
9. Phone

Table 404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates

Type of Use		Minimum Maneuvering Clearance	
Approach Direction	Door or Gate Side	Perpendicular to Doorway	Parallel to Doorway (beyond latch side unless noted)
From front	Pull	60 inches (1525 mm)	18 inches (455 mm)
From front	Push	48 inches (1220 mm)	0 inches (0 mm) ¹
From hinge side	Pull	60 inches (1525 mm)	36 inches (915 mm)
From hinge side	Push	54 inches (1370 mm)	42 inches (1065 mm)
From hinge side	Push	42 inches (1065 mm) ²	22 inches (560 mm) ³
From latch side	Push	48 inches (1220 mm) ⁴	24 inches (610 mm)
From latch side	Push	42 inches (1065 mm) ⁴	24 inches (610 mm)

1. Add 12 inches (305 mm) if closer and latch are provided.

2. Add 6 inches (150 mm) if closer and latch are provided.

3. Be on hinge side.

4. Add 6 inches (150 mm) if closer is provided.